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NOT CIRCULATE

LOGAN TOWNSHIP BOARD OF EDUCATION  
BOARD-ASSOCIATION AGREEMENT  
SCHOOL YEAR 1976-77

*10/22/68 blouster*

This Agreement entered into this 2nd day of March, 1976 by and between the Board of Education of Logan Township, Bridgeport, New Jersey hereinafter called the "Board" and the Logan Township Teachers Association, hereinafter called the "Association".

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Logan Township School District is their mutual aim and that the character of such education depends predominately upon the quality and morals of the teaching service, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws of 1968, to negotiate with the Association as the representative of the teachers, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual understandings, it is hereby agreed as follows:

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation for all certified personnel, under contract, including;

Teachers of Grades: Kindergarten to Eighth, Special Education,  
School Librarian, Reading Specialist, Speech  
Correctionist, Nurse, Art, Music and  
Physical Education.

but excluding: Administrative Principal, Secretaries, Custodians,  
Bus Drivers and Cafeteria Personnel.

- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE VI

Grievance Procedure

- A. The Board and the Association desire to promote and maintain relationships in accordance with objectives each have cited in their quest for quality education. In order to increase a stimulating environment for efficiency and effectiveness, the employees shall have their complaints and grievances discussed in an orderly, professional manner, congruent however, to processes expressing better education for all students and to the advantage of the total school system.

LIBRARY  
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Labor Relations

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RUTGERS UNIVERSITY

- B. Efforts for solving complaints and grievances must follow a sequence of explicitly stated, prescribed procedures. The Administrative Principal shall prepare these procedures, subject to the approval of the named parties inscribed heretofore, by,
1. establishing channels so that the employee may have direct means for communicating with the person(s) responsible for the alleged grievance.
  2. establishing passage for communications that are open and without apprehension of reprisals.
  3. making provision for the use of representation by employee within the procedure.

NOTE: (Definition of Grievance)

A grievance is a claim by an employee or representative of an employee based upon the interpretation, application or violation of this agreement.

- C. Employees or representatives of employees may appeal the interpretation, application or violation of this agreement, provided that such grievance procedure shall be included in this agreement entered into between the public employer and the representative organization.
- D. Procedure:
1. The number of days indicated at each level shall be considered as maximum. The time limits specified may be extended where evidence of hardship would result from compliance of said time regulations. This extension will only be considered if presented in writing and will be limited to ten (10) school days.
  2. An individual teacher shall first discuss the alleged grievance with the Administrative Principal within ten (10) days of the occurrence.
  3. If, after consultation with the Administrative Principal a satisfactory solution has not been reached within five (5) school days, a written formal grievance designating the grievance, and all parties to the grievance, may be filed with the Administrative Principal. If such written formal grievance is not filed within ten (10) school days after the initial discussion in Step 2, the grievance shall be considered to be waived.
  4. If the grievant is not satisfied with the disposition of his written grievance in Step 3, or if no decision has been rendered within five (5) school days after presentation of the written grievance, he may file the grievance in writing to the Board of Education.

5. When an appearance before the school Administrator or the Board of Education is requested, the party making the appeal may designate another party to appear with him or for him, providing notification in writing by the appellant of his intentions is made at least three (3) days in advance. The name and the position of the person designated by the appellant must become a part of the notification in writing.
6. The Board, or its designated Committee, may in its discretion, formally review the grievance with the grievant and the Board shall render a decision within thirty (30) days after presentation of the grievance.
7. If the grievant is not satisfied with the disposition of the grievance, he may request that his grievance be submitted to arbitration. Such request to be made known to the Board by Certified Return Receipt Mail, addressed to the Administrative Principal, no later than fifteen (15) school days after the decision. If the grievant does not so request submission of the grievance to arbitration the grievance shall be considered waived.
8. A grievant, in order to submit his grievance to arbitration, must have his request for such action accompanied by the written recommendation for such action by the Association, who shall represent the grievant at the arbitration level.
9. Such request can be honored only if the grievant or grievants and the organization representing them waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.
10. Within ten (10) school days after such written notice of submission to arbitration, the Board and Association shall attempt to agree upon a mutually acceptable arbitrator, and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Association of Arbitrators by either party. The parties shall then be bound by the rules and procedures of the American Arbitrators Association in the selection of an arbitrator.

11. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision no later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issue submitted. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this agreement. His authority shall be limited to deciding whether specific Article and section of this agreement has been violated and shall be subject to in all cases, the rights, responsibilities and authority of the parties under the New Jersey School Laws or any other national, state, county, district or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgement and discretion under law and this agreement. The decision of the arbitrator shall be final and binding on both parties.
12. The costs for the services of an arbitrator; per diem expenses, if any, actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by both parties. Any other expenses incurred shall be paid by the party incurring the same.
13. All records dealing with the processing of a grievance shall be retained in a separate file in the office of the Administrative Principal. They shall be held in strict confidence and protection to the individual employee and in respect to the right to privacy.
14. It shall be the general practice to process grievance procedures during time which does not interfere with assigned duties, provided however, in the event it is agreed by the Board to hold proceedings during the school day, a person participating on any level of the procedure with any representative of the Board, shall be released from assigned duties without loss of salary.
15. An individual employee or the Association representative shall continue to follow administrative directives and Board policy during the course of the processing of a grievance.
16. Commencing with Step D-3 of the Grievance Procedure, the grievant may be represented by a representative selected or appointed by the Association. The Association shall be apprised of all formal grievances commencing with said level of the grievance procedure. Such submission shall be in writing and take place as follows:
  - a. Grievant shall submit necessary copies simultaneously to the recipient designated in the grievance procedure and to the Association President.
17. The following matters shall not be the basis of any grievance under the procedure outlined in this article:

- a. A complaint of a non-tenure teacher based upon his non-appointment or dismissal.
- b. Any claim or complaint for which there is another remedial procedure or form established by law, including any matter subject to the procedures specified in New Jersey Statutes Annotated, Title 18-A.
- c. The Board of Education is without authority to act.

18. "Binding Arbitration" as used in this agreement shall be used only within the procedures set forth in Article II- Grievance Procedure.

19. Forms for filing grievances are attached hereto as page 5-A.

### ARTICLE III

#### Salaries

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- B.
  - 1. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
  - 2. When pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day; with the exception of December and June.
  - 3. Upon written request, a teacher may have ten percent (10%) of his monthly salary deducted from his net pay. These funds shall be deposited in the account known as Logan Township Board of Education Agency Account. Withdrawals from this account shall be made by individual checks payable to the order of the employee for the amount withheld from his salary during the school year. This payment shall be made to the teacher or his estate in two equal payments: July 15th and August 15th. Request forms are attached hereto as Schedule "B".

### ARTICLE IV

#### Sick Leave

- A. All teachers shall be entitled to ten (10) days sick leave during each school year. Unused sick leave days shall be accumulative.
- B. All teachers shall be notified of sick leave status by September 15 of each school year.

## GRIEVANCE FORM

Date .....

The undersigned grievant hereby submits the following grievance to

Administrative Principal ....., Board of Education .....

Part of the Agreement alledgedly violated:

Article: ..... Section: .....

A. Nature of Grievance:

B. Remedy or solution sought:

C. Previous discussions have resulted in the following disposition:

D. The grievant is dissatisfied with the previous decisions in the following way:

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signature of grievant

ARTICLE V

Non-Accumulative Leave

Teachers shall be entitled to the following non-accumulative leaves of absence:

- a. A maximum of five (5) days for each occurrence of death in the immediate family.
- b. A maximum of three (3) days for each occurrence of serious illness in the immediate family.

NOTE: the immediate family refers to father, mother, spouse, child, sister, brother.

- c. A maximum of one (1) day in the event of death of a relative or close friend.
- d. A maximum of three (3) days, with notification to the Administrative Principal for emergencies of personal nature.

ARTICLE VI

Insurance Protection

MEDICAL:

- a. The Board agrees to provide a health-care insurance protection plan for all teachers, which shall include the program prescribed by the New Jersey Public Employees State Health Plan.
- b. The Board shall pay individual coverage plus \$ 150.00 toward dependent coverage.
- c. The Board reserves the right to select the carrier for the health-care insurance plan.

INCOME PROTECTION:

- a. The Board agrees to provided one hunder percent of the individual cost of Washington National Insurance. This payment shall be based on Class II (\$ 9.96).

ARTICLE VII

Sabbatical Leave

A. Purpose:

A sabbatical leave may be granted to a teacher by the Board for study including study in another area of specialization.

SCHEDULE "A"

SALARY GUIDE

1976-77

| Step | Non Degree | B.A.   | BA +30 | M.A.   | MA +30 |
|------|------------|--------|--------|--------|--------|
| 1    | 7,300      | 9,400  | 9,700  | 10,000 | 10,300 |
| 2    | 7,600      | 9,700  | 10,000 | 10,300 | 10,600 |
| 3    | 7,900      | 10,000 | 10,300 | 10,600 | 10,900 |
| 4    | 8,200      | 10,300 | 10,600 | 10,900 | 11,200 |
| 5    | 8,600      | 10,700 | 11,000 | 11,300 | 11,600 |
| 6    | 9,000      | 11,100 | 11,400 | 11,700 | 12,000 |
| 7    | 9,400      | 11,500 | 11,800 | 12,100 | 12,400 |
| 8    | 9,800      | 11,900 | 12,200 | 12,500 | 12,800 |
| 9    | 10,200     | 12,300 | 12,600 | 12,900 | 13,200 |
| 10   | 10,600     | 12,700 | 13,000 | 13,300 | 13,600 |
| 11   | 11,000     | 13,100 | 13,400 | 13,700 | 14,000 |
| 12   | 11,400     | 13,500 | 13,800 | 14,100 | 14,400 |
| 13   | 11,800     | 13,900 | 14,200 | 14,500 | 14,800 |
| 14   | 12,200     | 14,300 | 14,600 | 14,900 | 15,200 |

Service Increment: \$ 200 for each five (5) years over twenty (20) years  
in district - NON-Retroactive

Increments: \$ 300 steps 1 thru 4  
\$ 400 steps 5 thru 14



SCHEDULE "B"

SUMMER PAYMENT PLAN

I hereby request participation in the Logan Township Board of Education Summer Payment Plan.

I understand ten percent (10%) of my monthly net pay will be desposited in the Logan Township Board of Education Agency Account. Payment of these funds willbbe by individual check for one-half ( $\frac{1}{2}$ ) the amount withheld on July 15th and the balance will be paid August 15th immediately following the school year withheld.

\_\_\_\_\_  
signature

Checks to be mailed to address below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
street

\_\_\_\_\_  
town

\_\_\_\_\_  
state

\_\_\_\_\_  
Zip Code

DATE: .....

B. Conditions:

1. Amount of Teachers:

A sabbatical leave shall be granted to a maximum of one teacher per year.

2. Requests:

Requests for sabbatical leave must be received by the Administrative Principal in writing in such form as established by the Board and administration. Requests must be submitted no later than December 1 of the school year preceding the school year for which the sabbatical leave is requested and action must be taken on all such requests no later than January 1.

3. Time Qualifications:

- a. A teacher must have completed seven (7) full school years of service in the Logan Township School District.
- b. Seven (7) full teaching years must have passed since a prior sabbatical leave in order for a teacher to become eligible for a second sabbatical leave.
- c. Before any teacher becomes entitled to a second sabbatical leave eligible teachers who have never received sabbatical leave will be given preference.
- d. All programs of study must be approved by the Board and Administration before any sabbatical leave is granted and all degree requirements must have been completed within the sabbatical leave.
- e. A staff member granted a sabbatical must return to Logan Township School District for a minimum of one year after completion of their sabbatical leave.

C. PAY:

1. A teacher granted a sabbatical leave for the entire school year shall receive one-half ( $\frac{1}{2}$ ) the annual salary to which he/she would have been entitled had he remained in the school system.
2. A teacher granted a sabbatical leave for one-half the school year shall receive one-fourth ( $\frac{1}{4}$ ) the annual salary to which he would have been entitled had he remained in the school system.
3. A teacher returning from sabbatical leave and having met all requirements shall be placed on the step of the salary guide he would have attained had he remained in the school system.
4. Any staff member who violates the provisions as stated in Section 3-d above, shall not be entitled to any increment for the school year in which he returns to active teaching.

ARTICLE VII

Clerical Aides

AIDES:

1. A clerical aide will be hired by the Board of Education to help staff with typing, copying and duplicating for the 1976-77 school year.  
(1½ hours/ per full school day)

ARTICLE IX

Professional Development

- A. To encourage professional growth, the Board will reimburse up to \$ 275.00 to staff members who have successfully completed their requirements for course work.
- B. In order to receive proper reimbursement the following procedure must be followed:
  1. All courses must receive prior approval of the Administrative Principal.
  2. Reimbursement will be recommended upon proof of successful completion being submitted to the Administrative Principal.
  3. Staff member must remain in district for the ensuing school year.
  4. Reimbursement will occur as follows:  
First semester paid in June  
Second semester paid in October

ARTICLE X

Extra-Curricular Activities

Inter/intra mural activities will be paid at the minimum wage per hour for employees of state and local governments.

ARTICLE XI

Duration of Agreement

This agreement shall be effective as of July 1, 1976 and shall continue in effect until June 30, 1977.

In witness whereof the Association has caused this Agreement to be signed by its President and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its Corporate Seal to be placed thereon, all on this day and year as found in paragraph one of the Preamble to this document.

Signature Thomas L. Shurt  
Board President

Signature Margaret G. Lauck  
Association President

ATTEST: Elizabeth P. Alford  
Board Secretary

